

VILLAGE HALL  
500 NE 87<sup>TH</sup> ST  
EL PORTAL, FL 33138  
CHRISTIA ALOU  
VILLAGE MANAGER



MAYOR CLAUDIA V. CUBILLOS  
VICE MAYOR OMARR C. NICKERSON  
COUNCILPERSON HAROLD E. MATHIS, JR.  
COUNCILPERSON ANDERS URBOM  
COUNCILPERSON VIMARI ROMAN

Special Council Meeting  
Thursday, July 18, 2019  
Agenda  
6:00PM

Statement of Decorum

Any person making a racial or slanderous remark or who becomes boisterous while addressing the Village Council, Staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. No signs or placards shall be allowed in the Village Hall. Person exiting the Village Hall shall do so quietly.

“Pursuant to Florida Statutes, Chapter 286.0105: If a person decided to appeal any decision made by the Board, Agency or Committee with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

- A. **CALL TO ORDER**.....Mayor Claudia V. Cubillos, Presiding
- B. **SILENT MEDITATION & PLEDGE**.....Salute American Flag in Unison
- C. **ROLL CALL**.....Yenise Jacobi, Village Clerk
- D. **APPROVAL OF AGENDA**
- E. **ACKNOWLEDGMENT OF VISITORS AND/OR SPECIAL PRESENTATIONS:**
- F. **GOOD AND WELFARE**  
(Note: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to **3 MINUTES PER PERSON**, and that speakers and the audience maintain proper decorum at-large.  
The speaker should keep to only issues on the agenda.)
- G. **AGENDA ITEM:**  
G1. Line of Credit Extension

**Special Council Meeting  
July 18, 2019  
Meeting Agenda**

**H. RESOLUTIONS / ORDINANCES:**

**H1. ORDINANCE No. 2019-03 LINE OF CREDIT EXTENSION  
1st Reading**

**AN ORDINANCE OF VILLAGE OF EL PORTAL, FLORIDA, APPROVING THE EXECUTION AND DELIVERY OF AMENDMENT TO FINANCING AGREEMENT; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**I. UNFINISHED BUSINESS AND GENERAL ORDERS:**

**J. NEW BUSINESS:**

**K. GOOD AND WELFARE**

(Note: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to **3 MINUTES PER PERSON**, and that speakers and the audience maintain proper decorum at-large. The speaker should keep to only issues on the agenda.)

**L. ADJOURNMENT:**

Mayor & Councilpersons

**In accordance with the American With Disabilities Act of 1990, all persons with disabilities and who need special accommodations to participate in this meeting due to that disability should contact the Village Clerk’s Office at (305) 795-7880 no later than two (2) business days prior to such proceeding.**

ORDINANCE NO. 2019-03

AN ORDINANCE OF VILLAGE OF EL PORTAL, FLORIDA, APPROVING THE EXECUTION AND DELIVERY OF AMENDMENT TO FINANCING AGREEMENT; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of El Portal, Florida (the "Issuer") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, the Issuer previously issued its not to exceed \$1,250,000 Grant Proceeds Note, Series 2018 (Line of Credit) (the "Note") secured by a Financing Agreement between the Issuer and Florida Community Bank, N.A. (the "Financing Agreement") to finance for the Issuer the costs and expenses associated with the clean-up and reconstructive efforts related to the aftermath of hurricane Irma, including but not limited to debris removal (the "Project"); and

WHEREAS, the Issuer has received a proposal from Synovus Bank as successor by merger with Florida Community Bank, N.A. (the "Bank") to extend the maturity of the Note and change the interest rate; and

WHEREAS, it is hereby ascertained, determined and declared that it is in the best interest of the Issuer to authorize the Mayor or Village Manager to accept the revised offer from the Bank upon the terms and conditions set forth in the Amendment to Financing Agreement (the "Amendment") and in the commitment dated July 11, 2019 submitted by the Bank, a copy of which is attached hereto as Exhibit B (the "Proposal").

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Ordinance is enacted pursuant to the Florida Constitution; Chapter 166, Florida Statutes; the Charter of the Issuer; and other applicable provisions of law.

SECTION 3. APPROVAL OF AMENDMENTS TO FINANCING AGREEMENT. The Mayor or Village Manager, as attested by the Village Clerk and approved as to form and correctness by the Village Attorney, or any other appropriate officers of the Issuer, are hereby authorized and directed to execute and deliver the Amendments to Financing Agreement, to be entered into by and between the Issuer and the Bank in substantially the form attached hereto as Exhibit A with such changes, insertions and omissions as may be approved by the Mayor or Village Manager, the execution thereof being conclusive evidence of such approval.

SECTION 4. OTHER INSTRUMENTS. The Mayor, the Village Clerk, the Village Manager, the Village Attorney and other officers, attorneys and other agents and employees of the Issuer are hereby authorized to perform all acts and things required of them by this Ordinance and the Amendments or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Note, this Ordinance and the Amendments and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the Bank to amend the documents. All action taken to date by the officers, attorneys and any other agents and employees of the Issuer in furtherance of the issuance of the Note is hereby approved, confirmed and ratified.

[Remainder of page intentionally left blank]

SECTION 5. EFFECTIVE DATE. This Ordinance shall be effective immediately upon passage on second reading.

ENACTED by the Village Council of the Village of El Portal, Florida this \_\_ day of \_\_\_\_\_, 2019.

**VILLAGE OF EL PORTAL, FLORIDA**

By: \_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
Village Clerk

Approved as to form and legal sufficiency  
Interim Village Attorney:

By: \_\_\_\_\_  
Norman C. Powell, Esq.

**EXHIBIT A**

**FORM OF AMENDMENTS TO FINANCING AGREEMENT**

**EXHIBIT B**  
**PROPOSAL**

**BMO Draft #2**  
**7/15/2019**

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**AMENDMENT TO FINANCING AGREEMENT**

**By and Between**

**VILLAGE OF EL PORTAL, FLORIDA**

**and**

**SYNOVUS BANK**

**Dated August \_\_\_\_, 2019**

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## AMENDMENT TO FINANCING AGREEMENT

THIS AMENDMENT TO FINANCING AGREEMENT (the "Amendment"), made and entered into this \_\_\_\_ day of August, 2019 by and between the VILLAGE OF EL PORTAL, FLORIDA (the "Issuer"), a municipal corporation in the State of Florida and its successors and assigns, and SYNIVOS BANK as successor by merger with Florida Community Bank, N.A., a national banking association authorized to do business in Florida, and its successors and assigns (the "Bank").

### WITNESETH:

WHEREAS, the Issuer previously issued its not to exceed \$1,250,000 Grant Proceeds Note, Series 2018 (Line of Credit) (the "Note") secured by a Financing Agreement between the Issuer and Florida Community Bank, N.A. (the "Financing Agreement") to finance for the Issuer the costs and expenses associated with the clean-up and reconstructive efforts related to the aftermath of hurricane Irma, including but not limited to debris removal (the "Project"); and

WHEREAS, the Issuer has received a proposal from Synovus Bank as successor by merger with Florida Community Bank, N.A. (the "Bank") to extend the maturity of the Note and change the interest rate; and

WHEREAS, it is hereby ascertained, determined and declared that it is in the best interest of the Issuer to authorize the Mayor or Village Manager to accept the revised offer from the Bank upon the terms and conditions set forth in the Amendment and in the commitment dated July 11, 2019 submitted by the Bank.

NOW, THEREFORE, the parties hereto agree as follows:

**Section 1. Amendments.** The following sections of the Financing Agreement are hereby amended as follows:

**Section 1.01. Definitions.**

"LIBOR" shall mean rate for U.S. dollar deposits of that many months maturity as reported on Telerate page 3750 as of 11:00 a.m., London time, on the second London business day before the relevant interest period begins (or if not so reported, then as determined by the Bank from another recognized bank or interbank quotation).

"Maturity Date" shall mean the date on which all principal and all unpaid interest accrued on the Note shall be due and payable in full, which date shall be, if not sooner due to prepayment, the date which is 364 days from the date hereof (\_\_\_\_, 2019), unless the Stated Expiration Date is extended pursuant to Section 3.08 hereof, in which case the "Maturity Date" shall become the newly established Stated Expiration Date.

"Note Rate" shall mean a rate per annum equal to 2.05% plus the one month LIBOR rate, as the same may vary from time to time, but the Note Rate shall never be less than 4.45%; provided, however, that upon the occurrence of an Event of Default the Note Rate shall immediately and automatically become the Default Rate until such Event of Default is cured.

"Ordinance" shall mean collectively, Ordinance No. 2018-05 related to the Note which was enacted by the Village Council of the Issuer on July 31, 2018 and Ordinance No. 2019-\_\_ enacted by the Village Council on \_\_\_\_\_, 2019.

"Stated Expiration Date" means August \_\_\_\_, 2020, unless extended pursuant to Section 3.08 hereof.

**Section 6.04. Notices.** Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the Issuer or the Bank, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

- (a) As to the Issuer:  
Village of El Portal, Florida  
500 NE 87<sup>th</sup> Street  
El Portal, Florida 33138  
Attention: Village Manager
  
- (b) As to the Bank:  
Synovus Bank  
1148 Broadway  
Columbus, Georgia 31901  
Attention: Loan Operations  
E-mail: [pubfunds@synovus.com](mailto:pubfunds@synovus.com)

With a copy to:

Synovus Bank  
2500 Weston Road, #300  
Weston, Florida 33331  
Attn: Rafael Borrero, Vice President  
Government Solutions Group  
[Rafael.borrero@synovus.com](mailto:Rafael.borrero@synovus.com)

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

**Section 2. Covenants of Issuer, Etc.; Successors.** All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

**Section 3. Counterparts.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Amendment.

**Section 4. Continuance of Financing Agreement.** The Financing Agreement shall continue in full force and effect, except with respect to the amendments above.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Financing Agreement to be duly executed as of the date first set forth herein.

VILLAGE OF EL PORTAL, FLORIDA

By: \_\_\_\_\_  
Claudia V. Cubillos  
Mayor

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Yenise Jacobi  
Village Clerk

[Signature Page to Amendment to Financing Agreement]

SYNOVUS BANK

By: \_\_\_\_\_

Rafael Borrero

Vice President